

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B9400436

PRINT DATE: 06/24/19

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

JOHN DEERE CONSTRUCTION RETAIL SALES
A DIV OF JDSS
PO BOX 8806
MOLINE, IL 61266-8806
(309) 765-0260

REFER QUESTIONS TO:

KIMBERLY HACKETT
(410) 767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB:

EXPR DATE: 05/19/20
POST DATE: 05/02/19

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* ICPA CONTRACT FOR *

|

| HEAVY CONSTRUCTION EQUIPMENT WITH

| RELATED ACCESSORIES, ATTACHMENTS

| AND SUPPLIES

|

| SOURCEWELL (FORMERLY NJPA)

| MASTER AGREEMENT 032515-JDC

|

* *

CONTRACT START DATE: DATE OF AWARD

CONTRACT EXPIRATION DATE: MAY 19, 2020

CONTRACT RENEWAL OPTIONS: ONE (1) ONE-YEAR RENEWAL

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) IN ACCORDANCE WITH SOURCEWELL (FORMERLY NJPA) CONTRACT NUMBER 032515-JDC. BASED ON THIS CONTRACT, THE VENDOR WILL SUPPLY HEAVY

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TERMS (cont'd):

CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR: JOHN DEERE CONSTRUCTION RETAIL SALES
PRIMARY CONTACT: RICHARD MURGA
PRIMARY NUMBER: 309-765-0260
PRIMARY EMAIL: MURGARICHARD@JOHNDEERE.COM

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF

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TERMS (cont'd):

ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND

UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
SECONDARY SCHOOL THAT:
CERTIFICATE OF APPROVAL FROM THE
ACCREDITED BY THE ASSOCIATION OF

DER SECTION 501(C)(3)
DE ; OR

HIGHER EDUCATION UNDER SECTION
ICLE.

ONDAARY SCHOOL OR A
GHER EDUCATION MAY NOT PURCHASE
HIS CONTRACT.

THIS SECTION SHALL BE
SUBSTITUTION FOR, THE APPLICABLE
LISTED ENTITIES PURSUANT TO ANY
CON.

CONTRACT BY ANY SUCH ENTITY WHICH
THE STATE OF MARYLAND FOR
O MAY BE HELD LIABLE IN CONTRACT (1)
E OR CONTRACT BETWEEN THE CONTRACTOR
SHALL NOT CONSTITUTE A PURCHASE OR
MARYLAND; (3) SHALL NOT BE BINDING OR
ATE OF MARYLAND OR ANY OF ITS UNITS OR
CT TO OTHER TERMS AND CONDITIONS

(5) A PRIVATE ELEMENTARY OR S
(I) EITHER HAS BEEN ISSUED A CE
STATE BOARD OF EDUCATION OR IS
INDEPENDENT SCHOOLS; AND

(11) IS EXEMPT FROM TAXATION UN
OF THE INTERNAL REVENUE CO

(6) A NON-PUBLIC INSTITUTION OF
17-106 OF THE EDUCATION ART

(B) A PRIVATE ELEMENTARY OR SEC
NONPUBLIC INSTITUTION OF HIG
RELIGIOUS MATERIALS UNDER TH

(C) THE RIGHT TO PURCHASE UNDER
IN ADDITION TO, BUT NOT IN S
POWER GRANTED TO ANY OF THE
STATUTORY OR CHARTER PROVIDE

(D) ALL PURCHASES UNDER THIS CO
IS NOT A UNIT OR AGENCY OF
WHICH THE STATE OF MARYLAND
SHALL CONSTITUTE A PURCHASE
AND THAT ENTITY ONLY; (2) S
CONTRACT OF THE STATE OF MA
ENFORCEABLE AGAINST THE STA
AGENCIES; AND MAY BE SUBJE

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TERMS (cont'd):

AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE: N/A

ORDERS PLACED UNDER THE MARYLAND PARTICIPATING ADDENDUM WITH NJPA WILL RECEIVE 1% LOWER DISCOUNTS LOWER THAN THE STANDARD NJPA DISCOUNTS. THIS ADJUSTMENT WILL COVER THE REQUIRED 1% ADMIN FEE, AS NOTED IN THE MARYLAND TERMS AND CONDITIONS CLAUSE# 39.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE, INCLUDING ANY RENEWAL OPTIONS, JOHN DEERE CONSTRUCTION RETAIL SALES MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS

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TERMS (cont'd):

THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES, JOHN DEERE CONSTRUCTION RETAIL SALES SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	06830-000000	EA			
DUMP TRUCK ARTICULATED DUMP TRUCKS 30% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)					
0002	76003	EA			
BACKHOE BACKHOES 44-47% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)					
0003	76090-10005A	EA			
EXCAVATING MACHINE, FULLY HYDRAULIC COMPACT EXCAVATORS					

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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30% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0004	88046-MEMA02	EA	
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EQUIPMENT

COMPACT TRACK LOADERS

33% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0005	88046-MEMA02	EA	
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EQUIPMENT

COMPACT WHEEL LOADERS

29% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0006	76583-000000	EA	
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TRACTOR

CRAWLER LOADERS

30% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0007	76583-000000	EA	
------	--------------	----	--

TRACTOR

DOZERS

30-31% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0008	76090-10005A	EA	
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EXCAVATING MACHINE, FULLY HYDRAULIC

EXCAVATORS

30-46% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0009	76033	EA		
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GRADERS, MOTORIZED

MOTOR GRADERS

42-45% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0010	76050-100600	EA		
------	--------------	----	--	--

LOADER, SKID

SKID STEERS

33% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0011	02061-000000	EA		
------	--------------	----	--	--

LOADER

TRACTOR LOADERS

40% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0012	76050-100000	EA		
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LOADER

WHEEL LOADERS

41-43% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0013	88046-MEMA02	EA		
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EQUIPMENT

WORKSITEPRO ATTACHMENTS

20% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

END OF ITEM LIST

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TERMS (cont'd):

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AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE

Sourcewell (previously NJPA) Discounts for 032515-JDC

Effective 11 Jul 2019



John Deere Model	Discount % off List	List Price for Base Model, as defined in Price Pages	Contract Price for Base Model
Articulated Dump Trucks			
260E	30	\$430,419.00	\$301,293.30
310E	30	\$485,742.00	\$340,019.40
370E	30	\$608,087.00	\$425,660.90
410E	30	\$673,027.00	\$471,118.90
460E	30	\$718,067.00	\$502,646.90
Backhoes			
310L EP	47	\$112,981.00	\$59,879.93
310L	47	\$113,484.00	\$60,146.52
310SL HL	47	\$117,547.00	\$62,299.91
310SL	47	\$115,807.00	\$61,377.71
315SL	47	\$116,033.00	\$61,497.49
410L	44	\$126,797.00	\$71,006.32
710L	44	\$202,357.00	\$113,319.92
Compact Track Loaders			
317G	33	\$52,000.00	\$34,840.00
325G	33	\$58,829.00	\$39,415.43
331G	33	\$72,011.00	\$48,247.37
333G	33	\$76,731.00	\$51,409.77
Crawler Dozers			
450K	30	\$108,315.00	\$75,820.50
550K	30	\$128,241.00	\$89,768.70
650K	30	\$154,403.00	\$108,082.10
700K	30	\$191,497.00	\$134,047.90
750K	30	\$270,332.00	\$189,232.40
850K	30	\$341,847.00	\$239,292.90
850L	26	\$349,822.00	\$258,868.28
950K	31	\$603,739.00	\$416,579.91
1050K	31	\$722,577.00	\$498,578.13
Crawler Loaders			
655K	30	\$226,636.00	\$158,645.20
755K	30	\$325,235.00	\$227,664.50
Excavators			
75G	34	\$127,283.00	\$84,006.78
85G	34	\$133,601.00	\$88,176.66
130G FT4	36	\$160,073.00	\$102,446.72
135G FT4	36	\$195,924.00	\$125,391.36
160G LC FT4	37	\$182,481.00	\$114,963.03
180G LC FT4	38	\$188,672.00	\$116,976.64
190G W FT4	46	\$331,958.00	\$179,257.32
210G LC FT4	36	\$197,071.00	\$126,125.44
245G LC FT4	37	\$253,351.00	\$159,611.13
250G LC FT4	34	\$231,486.00	\$152,780.76
300G LC FT4	34	\$272,315.00	\$179,727.90
345G LC FT4	30	\$313,744.00	\$219,620.80
350G LC FT4	34	\$322,572.00	\$212,897.52
380G LC FT4	34	\$341,683.00	\$225,510.78
470G LC FT4	34	\$481,003.00	\$317,461.98
670G LC FT4	34	\$747,113.00	\$493,094.58
870G LC FT4	34	\$974,641.00	\$643,263.06
Excavators (Hitachi)			
ZX75US-5	34	\$127,283.00	\$84,006.78
ZX85US-5	34	\$133,601.00	\$88,176.66
ZX130-6 FT4	36	\$160,073.00	\$102,446.72

Sourcewell (previously NJPA) Discounts for 032515-JDC

Effective 11 Jul 2019

JOHN DEERE
CONFIDENTIAL

John Deere Model	Discount % off List	List Price for Base Model, as defined in Price Pages	Contract Price for Base Model
ZX135US-6 FT4	36	\$195,924.00	\$125,391.36
ZX160LC-6 FT4	37	\$182,481.00	\$114,963.03
ZX180LC-6 FT4	38	\$188,672.00	\$116,976.64
ZX190W-6N FT4	46	\$331,958.00	\$179,257.32
ZX210LC-6 FT4	36	\$197,071.00	\$126,125.44
ZX245LC-6 FT4	37	\$253,351.00	\$159,611.13
ZX250LC -6 FT4	34	\$231,486.00	\$152,780.76
ZX300LC-6 FT4	34	\$272,315.00	\$179,727.90
ZX345LC-6N FT4	30	\$313,744.00	\$219,620.80
ZX350LC-6 FT4	34	\$322,572.00	\$212,897.52
ZX380LC-6 FT4	34	\$341,683.00	\$225,510.78
ZX470LC-6 FT4	34	\$480,003.00	\$316,801.98
Excavators (Compact)			
17G	30	\$31,632.00	\$22,142.40
26G	30	\$38,420.00	\$26,894.00
30G	30	\$46,374.00	\$32,461.80
35G	30	\$51,630.00	\$36,141.00
50G	30	\$68,464.00	\$47,924.80
60G	30	\$76,461.00	\$53,522.70
Excavators (Hitachi Compact)			
ZX17U-5	30	\$31,632.00	\$22,142.40
ZX26U-5	30	\$38,420.00	\$26,894.00
ZX30U-5	30	\$46,374.00	\$32,461.80
ZX35U-5	30	\$51,630.00	\$36,141.00
ZX50U-5	30	\$68,464.00	\$47,924.80
ZX60U-5	30	\$76,461.00	\$53,522.70
Forwarder			
1910G	30	\$614,555.00	\$430,188.50
Tractor Loaders			
210L EP	40	\$98,085.00	\$58,851.00
210L	40	\$103,606.00	\$62,163.60
Motor Graders			
620G	42	\$267,885.00	\$155,373.30
622G	42	\$313,569.00	\$181,870.02
670G	42	\$291,842.00	\$169,268.36
672G	42	\$337,110.00	\$195,523.80
770G	45	\$318,615.00	\$175,238.25
772G	45	\$370,930.00	\$204,011.50
870G	44	\$349,484.00	\$195,711.04
872G	44	\$412,207.00	\$230,835.92
Skid Steer Loaders			
312GR	33	\$32,204.00	\$21,576.68
314G	33	\$33,553.00	\$22,480.51
316GR	33	\$36,275.00	\$24,304.25
318G	33	\$37,717.00	\$25,270.39
320G	33	\$41,635.00	\$27,895.45
324G	33	\$44,708.00	\$29,954.36
330G	33	\$54,170.00	\$36,293.90
332G	33	\$56,010.00	\$37,526.70
Skidder			
640L	26	\$269,795.00	\$199,648.30
648L II	24	\$293,352.00	\$222,947.52
Swing Machine			
2156G	29	\$311,558.00	\$221,206.18

Sourcwell (previously NJPA) Discounts for 032515-JDC

Effective 11 Jul 2019

John Deere Model	Discount % off List	List Price for Base Model, as defined in Price Pages	Contract Price for Base Model
2654G	34	\$375,031.00	\$247,520.46
2656G	31	\$421,677.00	\$290,957.13
Tracked Feller Buncher			
859M	22	\$512,362.00	\$399,642.36
Wheel Loaders			
444K	41	\$146,553.00	\$86,466.27
524L	39	\$170,639.00	\$104,089.79
544L	38	\$199,929.00	\$123,955.98
624L	37	\$222,482.00	\$140,163.66
644K	42	\$282,152.00	\$163,648.16
644K HYB	42	\$279,921.00	\$162,354.18
724K	43	\$313,633.00	\$178,770.81
744L	32	\$385,736.00	\$262,300.48
824L	32	\$413,987.00	\$281,511.16
844L	32	\$481,544.00	\$327,449.92
844L AH	32	\$481,544.00	\$327,449.92
944K	41	\$804,485.00	\$474,646.15
Wheel Loaders (Compact)			
204L	29	\$72,929.00	\$51,779.59
244L	29	\$91,731.00	\$65,129.01
304L	29	\$84,145.00	\$59,742.95
324L	29	\$104,531.00	\$74,217.01
344L	29	\$136,418.00	\$96,856.78
Worksite Pro Attachments			
Various (~119)	20	Various	Various

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*Non-production models (will remain on contract for 6 months to move dealer inventory)

Wheel Loaders			
744K II	41	\$395,686.00	\$233,454.74
824K II	41	\$426,814.00	\$251,820.26
844K III	41	\$505,504.00	\$298,247.36
844K III AH	41	\$505,504.00	\$298,247.36